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The following constitutes the order of the Court.  
Signed: July 30, 2019

*M. Elaine Hammond*

M. Elaine Hammond  
U.S. Bankruptcy Judge

Attorneys for Trustee,  
FRED HJELMESET

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re:

FATMATA JOHN,  
Debtor.

Case No. 18-52831 MEH

Chapter 7

**ORDER AUTHORIZING AND APPROVING SALE OF REAL PROPERTY  
OF THE ESTATE FREE AND CLEAR OF LIENS AND  
ENCUMBRANCES PURSUANT TO 11 U.S.C. SECTION 363(b) and (f)**

The Application of FRODE HJELMESET, aka FRED HJELMESET, Chapter 7 trustee (the "Trustee"), of the bankruptcy estate of Fatmata John (the "Debtor"), for an order approving the short sale of the real property commonly known as 3354 Caselegno Court, San Jose, California 95148, Assessor's Parcel No. 659-67-066 (the "San Jose Property"), Free and Clear of Liens to Xingping He and Weiging Wei (the "Buyers"), for the sum of \$1,755,000, having been considered by the Court, there having been no opposition to the proposed short sale, and good cause appearing,

**IT IS HEREBY ORDERED** that:

1. The San Jose Property is property of the within bankruptcy estate pursuant to 11 U.S.C. Section 541(a).
2. The Application for Order Approving Short Sale of Real Property Free and Clear of Liens is approved.

1           3.       The Trustee is authorized to sell the San Jose Property on an “as is”,  
2 “where is” basis, without any warranties or representations, to the Buyers, for the total  
3 sum of \$1,755,000.

4           4.       The Trustee’s sale of the San Jose Property free and clear of all liens,  
5 claims, interests, and encumbrances, is approved, subject only to the consent of the first  
6 deed of trust holder, Nationstar Mortgage LLC, d/b/a Mr. Cooper (hereinafter “Mr.  
7 Cooper”), and the second deed of trust holder, Real Time Resolutions, Inc. (“RTR”).

8           5.       The Trustee is authorized to pay the following liens, costs of sale, and other  
9 expenses, directly from the sale proceeds of the San Jose Property, upon close of  
10 escrow, including but not limited to:

- 11                   A.       Payment of outstanding real property taxes, if any;
- 12                   B.       Payment of 6% real estate sales commissions or \$105,300 as  
13 follows: (i) \$35,100, representing 2% of the sale price of the San  
14 Jose Property, to BK Global; (ii) \$35,100, representing 2% of the sale  
15 price of the San Jose Property, to the Trustee’s real estate  
16 agent/broker Andy Buchanan and Intero Real Estate; and (iii)  
17 \$35,100, representing 2% of the sale price of the San Jose Property,  
18 to the Buyers’ broker;
- 19                   C.       Payment of \$28,000 to RTR, in full satisfaction and release of its  
20 second deed of trust;
- 21                   D.       Payment of \$100,000 to the Trustee on behalf of the bankruptcy  
22 estate as a carve-out based on senior lien holder, Mr. Cooper’s  
23 consent to the sale, or under Bankruptcy Code Section 506(c), as a  
24 surcharge against the collateral of Mr. Cooper, for the costs the  
25 estate has incurred in the maintenance of its collateral (consisting of  
26 the San Jose Property), as well as the preservation and disposition  
27 of its collateral;
- 28                   E.       Payment of \$850.00 to the Trustee for the Trustee’s liability

- 1 insurance;
- 2 F. Payment of \$1,000 to JPMorgan Chase in full satisfaction and
- 3 release of its judgment lien;
- 4 G. Payment of closing costs and other monetary obligations the sale
- 5 agreement requires the Trustee, on behalf of the estate as seller of
- 6 the San Jose Property, to pay at the close of escrow (including but
- 7 not limited to escrow charges, title charges, documentary transfer
- 8 taxes, property transfer taxes), without requiring the estate to place
- 9 any funds into escrow or have any continuing obligation to the senior
- 10 lien holder, Mr. Cooper. In connection therewith, provided the estate
- 11 receives the \$100,000 carve-out payment at closing, authorizing the
- 12 Trustee to resolve any disputes over the allowance and disallowance
- 13 of costs and/or payoff amounts subject only to agreement between
- 14 Mr. Cooper and the Trustee as part of the escrow closing without the
- 15 need for further notice, hearing or Court order; and
- 16 H. Payment of the balance of the sale proceeds of the San Jose
- 17 Property to the first deed of trust holder, Mr. Cooper, in an amount
- 18 not less than \$1,506,305.06.
- 19 6. The carve-out payment to the estate in the amount of \$100,000, free and
- 20 clear of any liens or interests, to compensate the estate *inter alia* for its efforts in
- 21 connection with the sale of the San Jose Property, is hereby approved.
- 22 7. The Trustee is authorized to sign any and all documents necessary to
- 23 consummate the sale of the San Jose Property pursuant to the terms of the sale
- 24 agreement and the short sale approval letter from Mr. Cooper, including but not limited to
- 25 any and all conveyances contemplated by the sale.
- 26 8. The Buyers of the San Jose Property are good faith buyers pursuant to
- 27 Bankruptcy Code Section 363(m).
- 28 9. The fourteen-day stay of the order approving the sale of the San Jose

1 Property under FRBP 6004(h) is waived, and the sale of the San Jose Property can close  
2 as required by Mr. Cooper in its acceptance of the short sale.

3 10. The Trustee is authorized to take possession, custody and control of the  
4 \$100,000 carve out payment to the estate and the \$850 liability insurance reimbursement  
5 payment to the estate, directly from escrow following the closing of the sale transaction,  
6 free and clear of all liens, encumbrances and interests.

7 11. The escrow company shall distribute the \$100,000 carve out payment and  
8 the \$850 liability insurance reimbursement payment to the estate, immediately following  
9 close of escrow, without further order of the Court.

10 Certificate of service for proposed order filed as docket entry #75.

11 \*\*END OF ORDER\*\*  
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**COURT SERVICE LIST**

**ALL ECF RECIPIENTS**

Biamba John 3194 De La Cruz Blvd., Suite 10 Santa Clara, CA 95054	Community Property Title Holder
Real Time Resolutions 1349 Empire Central Drive, Suite 150 Dallas, TX 75247-4029	Second Deed of Trust Holder
Mr. Cooper c/o Short Sale Underwriter/Manager Centralized Collateral 8950 Cypress Waters Blvd. Coppell, TX 75019	First Deed of Trust Holder
Mr. Cooper c/o Clarence Johnson, Loan Specialist PO Box 619097 Dallas, TX 75261	First Deed of Trust Holder
Richard B. Davis, Esq. JP Morgan Chase Legal Department CA2-4383 9200 Oakdale Avenue Chatsworth, CA 91311	Judgment Lien Holder
BK Global, Inc. c/o Joshua M. Liszt, Esq. Corporate Counsel 1095 Broken Sound Pkwy, NW #100 Boca Raton, FL 33487	Short Sale Specialist
BK Global, Inc. c/o Patrick Butler SVP/Corporate Broker 1095 Broken Sound Pkwy, NW #100 Boca Raton, FL 33487	Short Sale Specialist
Andrew Buchanan Intero 496 First Street, Suite 200 Los Altos, CA 94022	Real Estate Agent for Trustee